

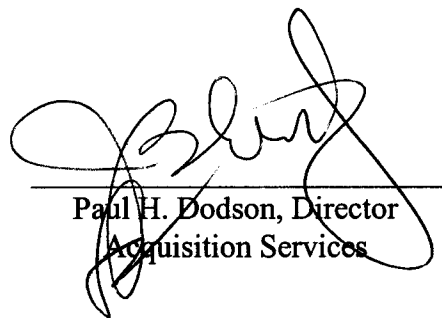


**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF INFORMATION TECHNOLOGY**

**REQUEST FOR PROPOSALS (RFP)  
RFP 2001-33  
for**

**Wireless Voice Services**

Yu are invited to submit a proposal in accordance with the requirements set forth in the attached Request For Proposals (RFP). This RFP is issued by the Acquisition Services Division of the Department of Information Technology (DIT)



Paul H. Dodson, Director  
Acquisition Services

|  |    |
|--|----|
| <u>SECTION 1: PROPOSAL ADMINISTRATION PROCEDURES</u>                                 | 4  |
| 1.1 Purpose:   | 4  |
| 1.2 Scope:   | 4  |
| 1.3 Issuing Office:  | 4  |
| 1.4 Issuing Date:  | 4  |
| 1.5 Closing Date and Time:   | 4  |
| 1.6 Mandatory Pre-Proposal Conference  | 4  |
| 1.7 Rules Regarding Late Proposals and Modifications:                                | 5  |
| 1.8 Registered Vendors:  | 5  |
| 1.9 Vendor Understanding of Requirements:  | 5  |
| 1.10 News Releases:  | 5  |
| 1.11 Rejection of Proposals:   | 5  |
| 1.12 Procurement Policies and Procedures:  | 6  |
| 1.13 Cost of Proposals:  | 6  |
| 1.14 Identification of Proposals:  | 6  |
| 1.15 Definition of “Mandatory” Requirements and “Desirable” Features:                | 6  |
| 1.16 Oral Presentation:  | 7  |
| 1.17 Proprietary Information:  | 7  |
| 1.18 Proposal Format:  | 7  |
| 1.19 Multiple Proposals:   | 8  |
| 1.20 Nondisclosure:  | 8  |
| 1.21 Confidentiality of Information:   | 8  |
| 1.22 Cost Information:   | 8  |
| 1.23 Vendor Identification:  | 9  |
| 1.24 Evaluation Criteria:  | 9  |
| 1.25 Evaluation Process:   | 9  |
| 1.26 Review Phase:   | 10 |
| 1.27 Post Award Review:  | 10 |
| 1.28 Site Visits   | 11 |
| 1.29 Participation by Small Businesses, and Businesses Owned by Women and Minorities | 11 |
| 1.30 Contractual Binding:  | 11 |
| 1.31 Acquisition Services Division Web Site:   | 12 |
| <u>SECTION 2: GENERAL VENDOR INFORMATION</u>   | 13 |
| 2.1 General Information:   | 13 |
| 2.2 Vendor’s Operating Organization:   | 13 |
| 2.3 Company Contact:   | 13 |
| 2.4 Corporate Identity:  | 13 |
| 2.5 Corporate Financial Status:  | 13 |
| 2.6 Vendor Qualifications:   | 13 |
| 2.7 References:  | 13 |
| <u>SECTION 3: GENERAL BACKGROUND/DESCRIPTION OF CURRENT ENVIRONMENT</u>              | 15 |
| 3.1 Current Environment  | 15 |
| 3.2 Current Ordering Procedures  | 15 |
| <u>SECTION 4: MANDATORY REQUIREMENTS</u>   | 17 |
| 4.1 General  | 17 |
| 4.2 Coverage Area  | 17 |
| 4.3 Modes of Operation   | 17 |
| 4.4 Equipment  | 17 |
| 4.5 Activation and Delivery of Equipment and Service                                 | 18 |
| 4.6 Warranty/Maintenance for Equipment   | 18 |
| 4.7 Rate Plans   | 19 |
| 4.8 Billing Information  | 19 |
| <u>SECTION 5: DESIRABLE REQUIREMENTS</u>   | 21 |
| 5.1 General  | 21 |

|                                   |   |    |
|-----------------------------------|---|----|
| <a href="#"><u>5.2</u></a>        | <a href="#"><u>Coverage Area</u></a>                                    | 21 |
| <a href="#"><u>5.3</u></a>        | <a href="#"><u>Modes of Operation</u></a>                               | 22 |
| <a href="#"><u>5.4</u></a>        | <a href="#"><u>Equipment</u></a>  | 22 |
| <a href="#"><u>5.5</u></a>        | <a href="#"><u>Activation and Delivery of Equipment and Service</u></a> | 22 |
| <a href="#"><u>5.6</u></a>        | <a href="#"><u>Warranty/Maintenance</u></a>                             | 22 |
| <a href="#"><u>5.7</u></a>        | <a href="#"><u>Rate Plans</u></a>                                       | 22 |
| <a href="#"><u>5.8</u></a>        | <a href="#"><u>Billing Information</u></a>                              | 23 |
| <a href="#"><u>5.9</u></a>        | <a href="#"><u>Other</u></a>  | 23 |
| <a href="#"><u>SECTION 6:</u></a> | <a href="#"><u>TECHNICAL QUESTIONS</u></a>                              | 24 |
| <a href="#"><u>6.1</u></a>        |   | 24 |
| <a href="#"><u>SECTION 7:</u></a> | <a href="#"><u>PRICING SCHEDULE</u></a>                                 | 25 |
| <a href="#"><u>7.1</u></a>        | <a href="#"><u>Sample Bulk Rate Plan</u></a>                            | 25 |
| <a href="#"><u>7.2</u></a>        | <a href="#"><u>Sample Usage Based Plan</u></a>                          | 26 |
| <a href="#"><u>7.3</u></a>        | <a href="#"><u>Accessory Pricing</u></a>                                | 28 |
| <a href="#"><u>SECTION 8:</u></a> | <a href="#"><u>DESIRABLE TERMS AND CONDITIONS</u></a>                   | 28 |
| <a href="#"><u>SECTION 9:</u></a> | <a href="#"><u>MANDATORY CONTRACTUAL TERMS AND CONDITIONS</u></a>       | 31 |

## **SECTION 1: PROPOSAL ADMINISTRATION PROCEDURES**

### **1.1 Purpose:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for wireless voice services. These services shall be made available through the Department of Information Technology to all public bodies as defined in Section 2.2-4301 of the **Code of Virginia** (“Authorized Users”) that are customers of the Department of Information Technology.

### **1.2 Scope:**

This document contains the instructions governing the proposal to be submitted; the format in which proposals are to be submitted, and the material to be submitted therein; project requirements; evaluation criteria; and contractual terms and conditions.

### **1.3 Issuing Office:**

Commonwealth of Virginia  
Department of Information Technology  
110 South Seventh Street – East Lobby Level  
Richmond, Virginia 23219  
Attention: J. B. Edmonds

### **1.4 Issuing Date:**

This request is being issued January 15, 2002.

### **1.5 Closing Date and Time:**

The original and seven (7) copies of the technical proposal must be submitted under separate cover and must contain the full name and address of every company bearing an interest in the proposal. The original technical proposal and cost proposal (**only one copy of the cost proposal is required**) must be signed by the vendor's contractually binding authority. The cost proposal must be submitted in a separate clearly marked and sealed package. **NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE COST PROPOSAL AS PROPRIETARY.** Offerors are referred to the Commonwealth of Virginia Vendor's Manual, section 1.9 for clarification. A list of all proprietary pages from the proposal and reasons must be included in the proposal as “Appendix C”. All proposals must be received not later than 4:00 p.m. local time, February 19, 2002.

### **1.6 Mandatory Pre-Proposal Conference**

A MANDATORY PREPROPOSAL CONFERENCE will be held in the Auditorium on the 4th floor of the Department of Information Technology, 110 South 7th Street, Richmond, Virginia at 10:00 am on January 30, 2002.. Only vendors represented at this conference will be eligible to submit a proposal and no transcripts of the proceedings will be distributed. The Commonwealth will provide answers to all vendor written questions submitted prior to close of business on January 25, 2002. Questions asked during the pre-proposal conference may be taken under advisement and responded to at a later date.

### **1.7 Rules Regarding Late Proposals and Modifications:**

No proposal or modifications to a proposal will be accepted after the closing date and time. Vendors may use any means of delivery but it is the responsibility of the vendor to allow adequate time for delivery to the appropriate office. Proposals and modifications received after closing will be returned unopened.

### **1.8 Registered Vendors:**

PROPOSALS WILL NOT RESULT IN AWARD IF THE VENDOR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY. A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than award date. Call (804) 371-5900 to request a registration form. Vendors may also download a Vendor Application form from ASD's web site with a URL of <http://asd.state.va.us> if you need assistance, call (804) 371-5900.

### **1.9 Vendor Understanding of Requirements:**

It is the vendor's responsibility to inquire about and clarify any requirement of this RFP that is not clearly understood by the vendor. All verbal questions are discouraged. The Commonwealth will not be bound by verbal responses to questions. **All inquiries concerning this RFP should be submitted in writing to (Mark envelopes "Questions on RFP 2001-33):**

Mr. J. B. Edmonds  
Department of Information Technology  
110 South 7th Street – East Lobby Level  
Richmond, Virginia 23219  
Fax: (804) 371-5969

All written inquiries must be received by the Issuing Office on or before the close of business February 11, 2002. Facsimiles are acceptable at (804) 371-5969 or e-mail to [jedmonds@dit.state.va.us](mailto:jedmonds@dit.state.va.us). DIT assumes no obligation to answer questions submitted after this date.

### **1.10 News Releases:**

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Issuing Office. **FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE PROPOSER BEING DISQUALIFIED.**

### **1.11 Rejection of Proposals:**

The Commonwealth of Virginia reserves the right to reject any and all proposals, in whole or in part, received in response to this request. DIT shall not cancel a Request for Proposals or reject any proposal solely to avoid awarding a contract to a particular responsive and responsible Offeror. In addition, DIT reserves the right to waive informalities and to delete items prior to award.

The term Offeror as referenced in this solicitation refers to the firm preparing and submitting a proposal in response to this Request for Proposals (RFP). The term Contractor refers to the firm who when awarded the contract will be responsible for services as required as a result of this solicitation.

### **1.12 Procurement Policies and Procedures:**

Information Technology and Telecommunications procurement activity conducted by the Commonwealth of Virginia is governed by provisions of the Virginia Public Procurement Act and guided by provisions of the Vendor's Manual, December 1998, Commonwealth of Virginia (As Amended). The provisions of this RFP are intended to conform to applicable policies and procedures contained in the aforementioned MANUAL. In the event that a vendor should perceive a provision of this RFP to be at variance with a provision of the MANUAL, VENDORS ARE DIRECTED TO REGARD THE RFP PROVISION AS PREVAILING.

### **1.13 Cost of Proposals:**

The Vendor is responsible for all costs of proposal preparation. The Commonwealth is not liable for any costs incurred by a vendor in response to this RFP.

### **1.14 Identification of Proposals:**

All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:

From:           Name of Vendor  
                  Street or P.O. Box Number  
                  City, State, Zip Code  
                  Due Date: February 19, 2002   Time: NLT 4:00 p.m. (Local time)  
                  RFP Number 2001-33

Note: The technical and cost proposals must be submitted in separate, sealed packages with the appropriate label, i.e., "Technical Proposal" or "Cost Proposal".

### **1.15 Definition of "Mandatory" Requirements and "Desirable" Features:**

#### **1.15.1 Mandatory Requirements:**

All mandatory requirements must be met in order for any proposal to be considered. The vendor must respond to the mandates identifying if he or she can fulfill the requirements identified herein and how the vendor proposes to meet the requirements. Substantiation to responses must be provided. The Commonwealth has established guidelines for offerors governing the interpretation of RFP requirements. The use of "shall", "must", or "will" in this RFP or its official amendments indicates a requirement or condition that is mandatory (mandatory requirement), and shall not be construed in any way as allowing deviation from any requirement. Deviation from mandatory requirements will not be accepted by the Commonwealth. The Commonwealth of Virginia reserves the right to reject any and all proposals and to waive minor informalities.

FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE AND THE VENDOR SHALL NOT BE CONSIDERED FURTHER. THE VENDOR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS VERBATIM, LISTED IN SECTION 9. OF THIS RFP.

### **1.15.2 Desirable Features:**

There are a number of features that are considered desirable by the Commonwealth. Those services which will enhance the overall system and performance are not considered mandatory will be considered “desirable”. Words such as “desirable”, “should”, “is requested”, “is urged to”, are important to the user in selecting a vendor, but in order to permit vendors to meet the requirements creatively, they are not specified as strictly mandatory requirements. Vendor responses to desirable services should meet stated goals, objectives, or enhance performance and identify how the proposed system meets the stated requirement. However, failure of a proposal to meet desirable requirements is not disqualifying. Vendors should document the extent to which they can meet the desirable or optional services. Proposals that provide more of the desirable features or that meet them more effectively than another proposal will be given stronger consideration in vendor selection.

### **1.16 Oral Presentation:**

An oral presentation by the vendor may be required. If an oral presentation is required to clarify or substantiate any area contained in the vendor's response, the Issuing Office will schedule a time and place for the presentation. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and normally does not include negotiation. The response must be complete in all respects, as oral presentations and demonstrations MAY or MAY NOT be scheduled. All costs incurred by vendor to provide oral presentations are the responsibility of the vendor.

### **1.17 Proprietary Information:**

SECTION 2.2-4342f, Virginia Public Procurement Act, states “Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid or proposal. The vendor must provide “Appendix C” which provides a list of all pages in the proposal that contains proprietary information along with the reason. **Only pages contained in that list will be treated as proprietary.**

**FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO VENDORS OR THE PUBLIC AS PROVIDED IN THE VIRGINIA FREEDOM OF INFORMATION ACT.**

### **1.18 Proposal Format:**

The proposals should be organized in the exact order in which the requirements are presented in the RFP and should be page numbered. The proposal should contain a table of contents which cross references the RFP requirement and the specific page of the response in the proposal. Each paragraph

in the proposal must correspond to and reference the paragraph number in the corresponding section of the RFP. The vendor must repeat the paragraph number, sub-letter, and text of the requirement as it is presented in the RFP. If a response covers more than one page, the vendor should repeat the paragraph number and sub-letter at the top of the subsequent page.

Proposals that are not organized in this manner may be eliminated from consideration for failing to specifically address the technical and contractual requirements. Vendors must document that they can meet mandatory requirement of the RFP and should document the extent to which they can meet the desirable or optional features.

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal preparation and subsequent evaluation process:

- a. The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.
- b. All proposed items should be identified as to whether they are in response to mandatory or desirable requirements. Each response to a mandatory item in the proposal must contain, as a minimum, a statement such as “XYZ Fully Complies”.
- c. Regardless of whether or not a desirable is being proposed, all desirables should be identified as to their availability and associated costs.
- d. Elaborate bindings or literature are not necessary, but all documents should be clear and legible. Poor quality copies of materials may be rejected.
- e. Vendors may submit technical information (brochures, coverage maps, etc) on a CD-ROM.

#### **1.19 Multiple Proposals:**

A vendor may submit one or more proposals. At least one of the proposals must be complete and must comply with all of the instructions of this RFP. Additional proposals may be in an abbreviated form following the same format and providing only the information which is different from that in the complete version.

#### **1.20 Nondisclosure:**

All proposal information will be treated as confidential and will not be disclosed except as required for the purpose of evaluation. In accordance with the Virginia Public Procurement Act (VPPA) Section 2.2-4342d, proposals will be available for public inspection after negotiations and selection.

#### **1.21 Confidentiality of Information:**

The Commonwealth of Virginia and vendors will agree the information and data obtained during the course of this project will not be used for any other purpose and may not be disseminated or discussed for any reason not directly related to this project.

#### **1.22 Cost Information:**

All cost information must be signed, sealed and provided in a separate envelope. No cost information will be included in the technical proposal. The cost forms in Section 7 must be completed and returned in a separate envelope. One set of cost proposals must be completed for each plan submitted..



The vendor's cost proposal must include all costs associated with the initial purchase, installation, training, customization and conversion to the proposed system, as well as any ongoing maintenance, operation, vendor support, user fees, FCC/SCC mandated fees or charges or reimbursements and any fees. This includes all license fees, royalties, "third party" fees, and computer resources, as well as all labor costs, overhead and expenses.

The vendor must be willing and able to successfully deliver all products and services proposed.. If the vendor desires to propose additional products and/or services which it believes would benefit the COV (but are not required to successfully complete the project as proposed), such items should be included and clearly identified as optional.

### **1.23 Vendor Identification:**

The primary (prime) vendor must identify a contact person, by name, organization and telephone number, who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractors involved in the response. This includes, but is not limited to, responses to requests for interviews, oral presentations and clarifications of responses to the RFP.

### **1.24 Evaluation Criteria:**

All proposals received will be reviewed and evaluated by the Selection Committee using the following criteria, the order of which is not indicative of their weight or importance:

- a. The proposal's effective geographic coverage area.
- b. Offeror's proposed products and services
- c. The Offerors proposed response to desirable features.
- d. Proposed costs and rate plans.
- e. Where the proposed solution falls within the technology life-cycle.
- f. Extent Vendor agrees with desirable terms and conditions.
- g. Participation of Small, Women-Owned and Minority-Owned Businesses.

### **1.25 Evaluation Process:**

Proposals are evaluated on the basis of the criteria enumerated in the RFP and are scored in accordance with a weighting scheme established and approved prior to the opening of any proposals.

The Commonwealth is not required to furnish a statement of the reasons why a particular proposal was not the most advantageous. Should the Issuing Office determine in writing, and in its sole discretion, that only one vendor is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that vendor.

The proposal evaluation process involves, first, the review by a Selection Committee of all proposals received in response to the RFP to ensure that each proposal meets the mandatory requirements and the mandatory terms and conditions identified in Section 9 of this RFP. Proposals which have been determined by the Selection Committee not to have met one or more mandatory requirements or mandatory terms and conditions, and cannot be brought into compliance, are excluded from any further consideration, subject to approval by the Review Committee.

The second process in the evaluation of proposals involves each Selection Committee member evaluating the vendor's technical proposal and assigning a score to each of the selection criteria based on his/her personal understanding or interpretation of each of the proposed items. It will be decided at the beginning of the process how scores are to be assigned to each of the criteria (such as from zero to four in half point increments, with two (2) as average). The full Selection Committee will then meet to discuss the scoring. Members may change their scoring, if they desire. Preliminary scoring may also be changed by committee members after oral presentations or demonstrations.

Final technical scores are then totaled and multiplied by the weights assigned to arrive at a cumulative score and numerical ranking. The vendors may be requested to provide updated or revised pricing proposals at this time. The vendor's cost proposals will be opened at this point by the Selection Committee. The proposed costs will be evaluated utilizing a cost model developed by DIT and designed to compare the cost of service across multiple vendors and rate plans. Using the formula below, costs will be converted to a numeric score. The technical and cost proposals will be summed to provide a ranked list of vendors

The cost scoring formula for evaluating proposals is:

$$\text{Cost factor} = (LV/V)$$

Where: LV = lowest cost vendor (\$)

V = vendor being evaluated (\$)

$$\text{Cost score} = \text{cost factor} \times \text{points available for cost}$$

Final scores are then computed for purposes of ranking from the technical and cost scores. Unless there is deemed to be one vendor that is clearly more qualified, two or more vendors deemed to be fully qualified and having the highest evaluation scores are then selected for negotiations. DIT will then enter into negotiations of the Desirable Terms and Conditions and any pricing issues or other issues with the selected vendor(s). Vendors may be requested to provide revised pricing for their proposals as amended during negotiation.

### **1.26 Review Phase:**

A Review Committee, consisting of Commonwealth employees who do not have a direct involvement in the selection, will review the selection process and major decisions such as vendor disqualification, to ensure that the selection was fair and unbiased.

### **1.27 Post Award Review:**

Following selection of the winning vendor(s) and formal notification, the Director, Acquisition Services Division, or his designated representative, will review the selection with other vendors on an appointment basis only. Vendors desiring to review the selection process must do so within 30 days after Notification of Intent to Award, or other notification as deemed applicable by DIT, is posted.

### **1.28 Site Visits**

The Commonwealth may require the vendor to arrange a visit by the selection committee to a offeror's site which supports the proposed services.

For planning purposes, the vendor should arrange for, and provide several dates, close to the closing date of the RFP, for the selection committee's consideration as possible visit dates. The group would consist of no more than six (6) individuals. Should the sites be outside of the Richmond area, the Commonwealth will pay for all travel, meals and lodging. The vendor may be asked to assist with arrangements to insure coordination with vendor personnel traveling to the site.

### **1.29 Participation by Small Businesses, and Businesses Owned by Women and Minorities.**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in a lower evaluation ranking.

All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after receipt of vendor proposals.

Instructions for providing the required information, including definitions, are included as Appendix "A" to this RFP. Forms to assist the offeror in providing the required information are also included as Appendix "B". You are not required to use the forms so long as the minimum information required is provided in the prescribed format.

### **1.30 Contractual Binding:**

- a. This RFP, the response submitted by the successful contractor, and all amendments and written clarifications, or any portions thereof, may be incorporated into the agreement signed by the successful contractor and the Commonwealth of Virginia. If a proposal contains items or services which are not manufactured, generally supplied, or maintained by the proposing vendor, the vendor will accept full responsibility for the service as if it were the vendor's own. The Commonwealth will contract only with the prime vendor who will be responsible for the performance of and payment to any subcontractor(s).
- b. Price quotations and other time dependent information contained in proposals shall be valid for a minimum of 120 days following the closing date.
- c. SECTION 9. of this solicitation, entitled "Mandatory Terms and Conditions" for acquisition of wireless voice services, contains the mandatory terms and conditions.

These terms will be included verbatim in any agreement executed by the Department of Information Technology. **FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE AND ELIMINATE THE VENDOR FROM FUTURE CONSIDERATION. THE VENDOR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS, VERBATIM LISTED IN SECTION 9. OF THIS RFP.**

- d. SECTION 8 of this solicitation, entitled "Desirable Terms and Conditions", contain language the Commonwealth considers highly desirable for inclusion in any contract. The Commonwealth will consider, during negotiation, changes to the wording of these terms and conditions if the vendor proposes alternative language which the Commonwealth feels is in its best interest to accept.

### **1.31 Acquisition Services Division Web Site:**

The Acquisition Services Division (ASD) of the Department of Information Technology maintains a web site with a URL of <http://asd.state.va.us>. This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly. The original document, plus all changes or amendments will be found on this web site.

## **SECTION 2: GENERAL VENDOR INFORMATION**

### **2.1 General Information:**

This section requires information about the vendor's background and experience.

### **2.2 Vendor's Operating Organization:**

Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

### **2.3 Company Contact:**

Provide the name, title, street address, city, state, zip code, and telephone number of the primary contact person.

### **2.4 Corporate Identity:**

- a. Provide the identity of any parent corporation.
- b. Provide the identity of any subsidiaries if appropriate.

### **2.5 Corporate Financial Status:**

- a. For publicly held companies, vendors must provide a copy of their firm's (information systems division or corporation only, if consolidated statements are published) audited financial statements from the most recent fiscal year, and the preceding two fiscal years; must provide their Dun and Bradstreet credit rating number, and must provide their Moody's Investment Service Bond Rating and/or Standard & Poors Bond Rating if they have publicly held debt.
- b. For privately held companies, vendors must provide a copy of audited financial statements for the most recent and two preceding fiscal years or other indicator(s) of financial stability.

### **2.6 Vendor Qualifications:**

- a. Company name, pre-award and post-award contact persons, address, telephone number, facsimile number, e-mail addresses, Federal Identification Number and firm's web site, if applicable.
- b. List of corporate officers, years in business, including a list of all corporate names the firm has used to conduct this type of business (include the dates and states of incorporation for each corporate name).
- d. Those Offerors unable to provide three years of annual revenues shall provide verifiable evidence of as many years (or partial years) annual revenues as do exist along with a current audited financial statement.

### **2.7 References:**

The Offeror shall provide at least three (3) current references who can confirm the firm's qualifications. References provided should be of the similar size to the Department of Information Technology. See the Vendor Client Reference Form in APPENDIX D. The Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the contracts, and these may include, but may not be limited to, reference checks and interviews.



## **SECTION 3: GENERAL BACKGROUND/DESCRIPTION OF CURRENT ENVIRONMENT**

### **3.1 Current Environment**

The Commonwealth of Virginia maintains through the Department of Information Technology (DIT), a statewide contract for Wireless telephone service (henceforth referred to as “Cellular”). This contract is currently held by Alltel Corporation.

DIT, by the Code of Virginia, is responsible for establishing and administering all telecommunications services contracts. The current statewide contract will expire in March of 2002 and may be extended until completion of this procurement process.

The current contract provides wireless voice (“cellular”) phone service statewide through a consortium of four carriers, administered by Alltel. All ordering is centralized at DIT with orders electronically submitted to Alltel

Alltel submits a single, magnetic media bill monthly for all users, which DIT pays after reconciliation, and DIT is then responsible for rebilling and collections from its customers.

There are some scattered service agreements, with other carriers, which were put in place due to specific needs of agencies that could not be fulfilled by the carrier consortium. Should one of these carriers be a participant in the new contract, DIT would insist that these customers be converted to the contract as soon as practicable. The vendor shall identify all of these users in their proposal.

Long distance traffic is routed through the Commonwealth’s long distance provider (currently Worldcom), in equal access areas.

Specific current rates charged are available at <http://asd.state.va.us/contract/abstracts/va-980301-360.pdf>.

Alltel provides DIT a flat 15% volume discount from the total bill. Currently DIT bills its customers exactly the charges allocated to the phone number in the Alltel bill and the volume discount covers the overhead associated with reconciliation, re-billing and other DIT expenses in providing the services. DIT would prefer to continue this general method of billing for rate plans based on recurring plus airtime charges.

### **3.2 Current Ordering Procedures**

- a. Agency requests service through DIT.
- b. DIT processes the order, assigns an OGTS number (tracking) and sends the order electronically (fax or eMail) to Alltel.
- c. Alltel confirms the order within 72 hours and includes the newly assigned phone numbers in the acknowledgement.
- d. DIT enters the phone numbers in its database (for billing purposes) and notifies the end user.
- e. The end user makes arrangements for equipment and programming.

Equipment is not ordered or billed through DIT. Users may purchase any equipment compatible with the service from the contract vendors or elsewhere. They arrange through the carrier, for their area,

programming and activation of their selected equipment. Equipment and accessories are normally purchased using a charge card or agency purchase order. Some carriers provide free phones, in which case the carrier programs and delivers the phones as soon as the order is received and processed.

The total period of time between receipt of request for service and activation is normally less than five days. Occasionally expedited service is required.

Due to the billing requirements, ordering through DIT is a requirement, as is the submission of a single consolidated electronic bill.



## **SECTION 4: MANDATORY REQUIREMENTS**

This section provides a minimum number of parameters or ground rules for the proposed solution provided by the vendor. Parameters or ground rules stated herein are deemed minimums.

### **4.1 General**

- a. The offeror must provide a proposal that meets the Commonwealth's stated coverage, operational and billing requirements.
- b. The offeror (prime contractor) shall name at the time of award, a team of individuals responsible for marketing, billing, and service problems for the entire contract.
- c. Each carrier participating must name at least one individual to be the Commonwealth of Virginia's representative to handle all service and billing questions in their territory. This does not relieve the prime contractor of any responsibilities.

### **4.2 Coverage Area**

- a. The Commonwealth requires wireless voice coverage that includes major population centers of counties and cities in the Commonwealth. Appendix "E" is a list of all Cities and counties of the Commonwealth. The vendor must indicate each locality in which they can provide a phone number accessible from the public switched network as a local call. They further must indicate localities where service is provided (calls received and initiated).
- b. The Commonwealth requires service in every major metropolitan area in the United States.
- c. The offeror must include coverage maps for Virginia and the United States. Virginia maps must be propagation maps rather than marketing maps. The carriers must agree to disclose to the Commonwealth information on exact expansion sites planned for the first six months of the contract. Propagation maps should be overlay type maps that show coverage of:
  - The primary carrier (prime contractor)
  - Participating Carriers (carriers providing numbers and service as a sub-contractor or partner.)
  - Non-Participating Carrier (i.e. roaming partners, etc)
- d. The vendor must state any commitments the participating carriers are willing to make in the area of expansion of cell sites/towers to meet the demands of the resulting contract.
- e. The vendor and subcontractors must disclose their plans to convert any existing analog service to digital and how they will maintain or improve coverage as this occurs.

### **4.3 Modes of Operation**

- a. The offeror must provide wireless service in the form of Analog, CDMA, TDMA, GSM, PCS or a combination thereof.
- b. Digital service must be provided where it is available in the carrier's coverage area.

### **4.4 Equipment**

- a. All equipment proposed by the offeror must be current production models or approved by the Department of Information Technology for use under this contract.
- b. All digital service, and any digital equipment provided, must provide a fall-back to Analog cellular service.
- c. All equipment offered shall be available for purchase, other options may be proposed.

- d. The vendor must agree to “flash” phones with the latest available software and features, at no charge, for the duration of the contract, provided such phones are transported to the vendor’s service location. The vendor must notify DIT of new software that may require phones to be updated.
- e. At the point in time that DIT determines that a proposal is responsive and intends to continue to evaluate it, the offeror will be requested to provide a programmed and activated phone for each carrier represented in the proposal (participating carrier). The phone must have a number local to the carrier’s coverage area and must be representative of the model the vendor feels will be the most often used or selected model. The phones need not be new but must be programmed identically to those provided under the resulting contract.. The Selection Committee will take all of the units on a tour of facilities throughout Virginia. Signal strength and coverage will be compared, along with clarity of signal and other features proposed. The vendor agrees that no charges for airtime will be assessed during this period. The Commonwealth anticipates this period will be less than 30 days. Equipment will be returned to the vendor at the end of the period unless otherwise indicted by the vendor.

#### **4.5 Activation and Delivery of Equipment and Service**

- a. The vendor must be prepared to activate and deliver any combination of ordered equipment and service within twenty-four (24) hours of receipt of an order from DIT.
- b. Exceptions will be allowed for “special order” equipment purchases or equipment which must be shipped to the user.
- c. The vendor must agree to expedite activation and equipment delivery for emergency needs.
- d. The vendor must state its carrier’s capability and commitment in the area of providing portable cell sites, along with temporary phone equipment, for use in emergency, natural disaster settings.
- e. The vendor must agree to provide ten (10) fully functional phones with chargers, to the Commonwealth with 3 hour notice in emergency situations.

#### **4.6 Warranty/Maintenance for Equipment**

The vendor must provide a solution with a one-year warranty on all equipment provided for sale or at “no charge”. Specific requirements are:

- a. Support Monday-Friday, 8:00 am to 5:00 pm eastern time, state holidays excluded, with response as defined in the attached Terms and Conditions. The vendor must provide a telephonic response within 60 minute of call placement to the vendor supplied support center.
- b. All parts, travel, labor and other costs required to meet the warranty are the Contractor’s responsibility.
- c. The Contractor shall provide the Commonwealth with defined points of contact and make the arrangements to enable its maintenance representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.
- d. The vendor must submit a representative list of locations where service can be obtained on a “walk-in” basis. This list must be updated to a full list of locations by the selected vendor prior to award of the contract and must be kept updated for the duration of the contract. The list may be submitted electronically after award.

#### **4.7 Rate Plans**

- a. The potential vendor should not view the Commonwealth of Virginia in the same way it does individual accounts, therefore retail, commercial rate plans are not applicable to this proposal. The carrier is likewise not required to furnish service to the Commonwealth under any filed tariffs.
- b. The offeror must provide rate plans that are simple and easy to re-bill.
- c. All carriers, participating in the offeror's proposal, must provide a document agreeing that the rates provided to the Commonwealth of Virginia are the lowest rates provided by the carrier to any customer with the number of activated phones within the coverage area defined in the proposal **AND** that the rates billed under this contract, prior to any discounts or reductions shall be the lowest rates quoted any government entity within the Commonwealth of Virginia, for the duration of their contractual commitment. This includes any and all promotions.
- d. The Commonwealth requires that all rate plans, at a minimum, have a "home area" or "virtual home area" that includes all of the geographic areas of the Commonwealth and the District of Columbia. A "virtual home area" is defined as an area where the customer is billed the exact same rate regardless of their location within the state. An example would be a plan whereby in-state roaming is billed at the same rate as non-roaming service. The Commonwealth recognizes the fact that radio waves do not respect state boundary lines and out-of-state roaming can take place while a customer is physically within the state.
- e. For rate plans that are structured based on individual phones and usage, the Commonwealth requires that a "volume" discount of 15% or more be applied to the total invoice submitted to DIT. Please see Section 7 (Price Proposal)

#### **4.8 Billing Information**

The offeror must agree, that if awarded a contract, to provide a single, monthly bill that:

- a. Includes charges, from all participating carriers, for the billing period.
- b. Contains no charges over 90 days old.
- c. Contains rates consistent with the contract.
- d. One (1) paper bill, summarizing all charges and discounts.
- e. A magnetic tape (IBM EBCDIC 16 or 32-track cartridge tape) of all call detail information from all participating carriers. CD-ROM with identical information may be proposed as an alternative. This tape/CD shall include (as a minimum):
  - Originator's 10-digit phone number (in-bound and out-bound)
  - 10-digit destination number (in-bound and out-bound)
  - Calling location (Tower Location, City, County, State, etc)
  - Destination location
  - Time of call beginning
  - Duration or Ending Time of Call
  - Roaming Indicator
  - Long distance minutes and charges, if applicable
  - Airtime minutes (may be the same as duration)
  - Airtime charges, if applicable

- Other charges that are valid on a “per call” basis

## SECTION 5: DESIRABLE REQUIREMENTS

### 5.1 General

- a. Vendors are encouraged to offer alternative carriers/providers for geographic regions, especially those with spotty coverage areas. Alternative providers should be offered under the same rate plan as the primary and MUST be included in the consolidated, electronic billing as delineated in Section 4.8.
- b. The Commonwealth desires that vendors submitting proposals for traditional cellular service or service that provides for roaming on traditional “A” and/or “B” side cellular providers networks, provide roaming with *both* “A” and “B” side carriers in the service areas within the Commonwealth of Virginia, thus providing the widest possible coverage areas. This implies the ability to roam within the “*traditional*” Home” service area.
- c. The vendor should outline the participating carrier’s level and plan for “Wireless 911”. Include the methodology to be used, whether specific equipment is required by the client, if the proposed equipment meets the requirements, etc.
- d. The vendor should indicate or discuss plans from participating carriers to implement “Emergency Priority Calling”

### 5.2 Coverage Area

- a. The Commonwealth desires wireless voice coverage that includes 100 percent of the geographic area of the Commonwealth.
- b. The Commonwealth desires the use of models such as Longley Rice or Okurmura-HAAT for preparation of propagation charts.
- c. The Commonwealth desires that the carriers agree to expand to provide towers close to large Commonwealth facilities where marginal or no coverage exists today. Conditions that should be met to facilitate the expansion should be stated.
- d. The Commonwealth desires the vendor to offer “private” cell sites whereby a localized cell site can be located at a state facility. These may be scaled down sites capable of limited capacity and features, designed for use by the Commonwealth only. These may be proposed as “carrier owned” or “state-owned”. The purpose is to allow coverage where none exists now. The Commonwealth would desire that local calls made from such a site not incur airtime charges.
- e. The Commonwealth desires that vendors have a “Cell On Wheels” capability for emergency response, with the Commonwealth as a priority user.
- f. It is the Commonwealth’s desire to deal with a single point of contact for all wireless voice needs, therefore the Commonwealth desires that the prime contractor agree to attempt to add other carriers (after contract award) to their contract to handle special conditions where the in-place agreement is deficient. This would include new modes of service or coverage areas. These additional carriers would be secondary and elected only if their unique products are required. Such vendor’s billing will be included on the Contractor’s monthly billing tape.
- g. The Commonwealth desires that the provided propagation maps consist of a base map of Virginia with transparent overlays for each participating carrier to allow easy identification of coverage “holes” and overlapping service area. Expansion facilities should be on separate overlays.

### **5.3 Modes of Operation**

- a. The Commonwealth desires the availability of Analog service in all coverage areas.
- b. The Commonwealth desires that all participating carriers have “hand-off” agreements to minimize dropped calls.
- c. The Commonwealth desires that the offeror propose Wireless Data solutions from the voice handset. This includes Internet Access, electronic mail, and messaging applications.
- d. The Commonwealth desires paging and short-messaging be an included feature of the service. It is desired that these be initiated from a handset or via the Internet.

### **5.4 Equipment**

- a. The Commonwealth desires that all equipment be E-911 compatible.
- b. The Commonwealth desires the availability of 3-watt analog phone service. Please note any limitations or conditions that may exist.
- c. The Commonwealth desires that proposed equipment be usable in all digital coverage areas of all of the participating carriers.
- d. The Commonwealth desires that provided phones include as many modes as is practicable.
- e. The Commonwealth desires that broken, incidental items like antennas and flip covers, be repaired by the carrier at a local facility at no charge to the Commonwealth.

### **5.5 Activation and Delivery of Equipment and Service**

- a. The Commonwealth desires that a dedicated person be provided to process orders and activation for this contract, and that the person be housed in the Dept. of Information Technology. Office space will be provided. Requirements for access to the company’s data processing systems should be detailed

### **5.6 Warranty/Maintenance**

Intentionally left Blank

### **5.7 Rate Plans**

- a. The Commonwealth desires that rate plans be consistent across all participating carriers.
- b. The Commonwealth desires that no interconnect charges be billed. If this is not possible, it is highly desired that the Commonwealth pay a flat charge per line for the fee and that it is integrated into the monthly service fee for the line, if such a charge is proposed.
- c. The Commonwealth desires the vendor set forth an “optional plan” for “desktop replacement” whereby the user’s cellular phone becomes the primary phone. This could be implemented via a “private cell site” as discussed in 5.2.c or by means of billing via a “home cell tower” or other carrier devised mechanisms. The intent is, that under this plan, a user incurs no airtime charge for “in-office” use.
- d. The Commonwealth desires that rate plans include all available options. The Commonwealth does not desire a “cafeteria” style rate plan. Only non-traditional services or services that are expensive to provide should be considered for “separately priced options”.
- e. The Commonwealth desires free mobile-to-mobile calls within the same carrier’s footprint or the total geographic area of the stated.

**5.8 Billing Information**  
Intentionally left Blank

**5.9 Other**

- a. The Commonwealth desires that the vendor offer Government Employees an attractive, unique rate plan. Employee programs will be totally contracted for between the employee and the contractor. The Commonwealth will in no manner assume any liability for such a transaction. It is desired that traffic or revenue gained from plans be factored into any discount schedules or rates proposed to the Commonwealth or renewals thereof.

## **SECTION 6: TECHNICAL QUESTIONS**

### **6.1**

**None at the Date of Issuance.**



## SECTION 7: PRICING SCHEDULE

### 7.1 Sample Bulk Rate Plan

Please Read Section 4.7 and 5.7 closely before responding to this section. Detail each plan on a separate page. All numbers appearing in the sample plans are hypothetical and do not reflect the Commonwealths desired rates.

**The vendor may propose a bulk purchase plan. The following, or any variations thereof, are examples of bulk rate plans:**

1. Plan 1

- The Commonwealth will be billed a rate of \$100,000 per month (excluding one-time and equipment charges) for the first 10,000 phones and first 1,000,000 minutes of anytime, anywhere airtime.
- Each phone over 10,000 would be billed at a rate of \$2 per phone, per month, recurring charge.
- Additional minutes over 1,000,000 are to be billed at a rate of \$0.01 per minute.
- 

2. Plan 2

- The Commonwealth will be billed at the following rates for unlimited service (anytime, anywhere):

|                         |               |
|-------------------------|---------------|
| Up to 10,000 phones     | \$5 per phone |
| 10,000 to 15,000 phones | \$2 per phone |
| Over 15,000 phones      | \$1 per phone |

## 7.2 Sample Usage Based Plan

An example of a usage based plan might be (Amounts and services for example only):

|                                       |                        |
|---------------------------------------|------------------------|
| Monthly Recurring Charge              | \$3.00                 |
| Peak Local (Home Area) Calls          | \$0.02 per half minute |
| Off-Peak (Home Area) Calls            | \$0.01 per minute      |
| Roaming (Outside Virginia)            | \$0.10 per minute      |
| International Calls                   | \$2.00 per minute      |
| Mobile-to-Mobile Calls (Same Carrier) | No Charge              |
| Long Distance (if Applicable)         | \$0.03 per Minute      |
| Enhanced Voice Mail                   | Included               |
| Caller ID                             | Included               |
| 3-Way Calling                         | Included               |
| Call Forwarding                       | Included               |
| Call Waiting                          | Included               |
| Land-Line Termination                 | \$0.50 per Month       |
| E-911                                 | Exempt                 |
| Internet eMail Access                 | \$1.00 per Month       |
| Numeric or Short Message Paging       | Included               |
|                                       |                        |

**\*\*\*Please note that the vendor should be aware that the rate should be quoted as prices prior to discount. DIT will require that the vendor discount any usage based service 15% or more at the time of invoice.**

**Plans based on individual phone and usage must state or include:**

- Monthly recurring charge per line
- Any included minutes
- Per minute charges
- Any required fees (Please Identify individually)

- A statement detailing “peak” and “off-peak” time periods. The Commonwealth prefers, if there is such times that peak be defined uniformly for all carriers and be no more than 12 weekday hours (i.e.8:00 a.m. to 6:00 pm M-F).

Include a Short example of how the following user’s bill would be computed based on the following:

- User for full month
- 500 minutes local peak airtime (100 of that is inter-state long distance)
- 200 minutes roaming peak airtime (assume all is intra-state)
- 100 minutes local off-peak weekday airtime (25 minutes is inter-state long distance)
- 100 minutes of local weekend airtime (25 minutes is interstate long distance)

**Please note that the above example is not how Cost Scores will be computed but is merely a sample to allow the Commonwealth to understand how the plan works.**

## **COST SHEET Section B (Accessories)**

### **7.3 Accessory Pricing**

**Detail all proposed telephones, accessories or software:**

| <b>Item</b> | <b>Model</b> | <b>Manufacturer</b> | <b>Description</b> | <b>Lease or<br/>Purchase</b> | <b>Unit<br/>Price</b> |
|-------------|--------------|---------------------|--------------------|------------------------------|-----------------------|
| 1.          |              |                     |                    | _____                        | \$ _____              |
| 2.          |              |                     |                    |                              |                       |
| 3.          |              |                     |                    |                              |                       |

## **Section 8. DESIRABLE CONTRACTUAL TERMS AND CONDITIONS FOR RFP #2001-033**

The following terms and conditions are desirable. The Contractor may propose alternative language, but the basic form of the Agreement shall be retained. Contractors are requested to limit their proposed changes, if any, to those of a substantive nature.

### **SECTION A - GENERAL PROVISIONS**

#### **1. SCOPE OF AGREEMENT**

This is an Agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (Department of Information Technology) and \_\_\_\_\_ (the "Contractor"), a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master Contract for State Agencies, Institutions, and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users" to acquire wireless voice services ("Services") and hardware ("Equipment") pursuant to the Commonwealth's Request For Proposal #01-033, dated \_\_\_\_\_ (the "RFP") and the Contractor's proposal, dated \_\_\_\_\_, 2001 in response thereto. Hereinafter "Equipment" shall include any necessary software, firmware, and microcode ("Software") integral to the Equipment.

Upon award, all orders for Service will be placed through DIT, and any orders for Equipment will be placed directly with the Contractor by Authorized Users.

#### **2. INTERPRETATION OF AGREEMENT**

As used in this Agreement, "Software" and "Software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this document; (3) the Contractor's proposal if any, if submitted in response to a Request For Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

### **3. AVAILABILITY OF EQUIPMENT**

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

### **4. HARDWARE SPECIFICATION**

Each hardware Product shall conform to all specifications published or provided by the Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

### **5. MANUALS**

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

### **6. VOLUME DISCOUNT**

For rate plans that are structured based on individual phones and usage, DIT will deduct a fifteen percent (15%) volume discount from the monthly correct billed amount and remit the remainder.

## **Section 9: MANDATORY CONTRACTUAL TERMS AND CONDITIONS FOR RFP #2001-033**

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

### **1. VENDORS MANUAL**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page ([www.dgs.state.va.us/dps/](http://www.dgs.state.va.us/dps/)).

### **2. APPLICABLE LAWS AND COURTS**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **3. ANTI-DISCRIMINATION**

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E ).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **4. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### **5. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### **6. DEBARMENT STATUS**

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

#### **7. ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.



## **8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

## **9. CLARIFICATION OF TERMS**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **10. PAYMENT**

### **A. To Prime Contractor:**

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for

the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

**B. To Subcontractors:**

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
  - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**11. PRECEDENCE OF TERMS**

Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**12. QUALIFICATIONS OF OFFERORS**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the Services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

### **13. TESTING AND INSPECTION**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

### **14. ASSIGNMENT OF CONTRACT**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

### **15. DEFAULT**

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

### **16. TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

### **17. USE OF BRAND NAMES**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## **18. TRANSPORTATION AND PACKAGING**

By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **19. INSURANCE**

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

## **20. ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of ten (10) days.

## **21. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of

the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

## **22. NONDISCRIMINATION OF CONTRACTORS**

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, Services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, Services, or disbursements from an alternative provider.

## **23. NON-APPROPRIATION**

All funds for payment of Equipment, Software or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or Services dependent on such federal funds without further obligation.

## **24. CONTRACTUAL RECORDS**

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

## **25. PRIME CONTRACTOR RESPONSIBILITY**

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or Services, and that such other party has agreed in writing that it has no objection thereto.

## **26. PATENT/COPYRIGHT PROTECTION**

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any Equipment, Software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of Equipment or Software furnished hereunder with any Equipment or Software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such Equipment or Software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the Software, the Contractor agrees to take back the infringing Equipment, Software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 26.

## **27. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

## **28. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

## **29. PERIODIC PROGRESS REPORTS/INVOICES**

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars

planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

### **30. FINAL ACTUAL INVOLVEMENT REPORT**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

| FIRM NAME                 |                    |                |                |                   |
|---------------------------|--------------------|----------------|----------------|-------------------|
| <u>ADDRESS AND</u>        | <u>TYPE GOODS/</u> | <u>ACTUAL</u>  | <u>PLANNED</u> | <u>% OF TOTAL</u> |
| <u>PHONE NUMBER</u>       | <u>SERVICES</u>    | <u>DOLLARS</u> | <u>DOLLARS</u> | <u>CONTRACT</u>   |
| _____                     | _____              | _____          | _____          | _____             |
| _____                     | _____              | _____          | _____          | _____             |
| Totals for Business Class |                    | _____          | _____          | _____             |

### **31. COMPLIANCE WITH FEDERAL LOBBYING ACT**

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.



### **32. NONVISUAL ACCESS TO TECHNOLOGY**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, Software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access Software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

### **33. UNIVERSAL SERVICE FUND**

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all

Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

#### **34. TERM**

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of twenty-four (24) months. The Commonwealth at its sole discretion, may extend this Agreement for three (3) additional twelve (12) month periods at the prices identified herein. The Commonwealth will issue written documentation to the Contractor a minimum of thirty (30) days prior to the end of each renewal period for any extension thereafter.

#### **35. PRICE PROTECTION AND MOST FAVORED CUSTOMER**

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any Authorized User, for the same products or services offered under this Agreement which results in a price less than that provided under this Agreement, the Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, DIT will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

#### **36. SERVICE COMMENCEMENT DATE**

- a. All Services shall commence within twenty-four (24) hours from the receipt of a Telecommunications Services Order issued by DIT, unless stated otherwise on the TSO.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to service commencement date. The State may delay the service commencement date by notifying the Contractor at least ten (10) days before the required service commencement date.

c. If the Service(s) are not delivered within the time specified herein, the State reserves the right to cancel the award of this Contract or individual Order and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed Services as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

### **37. DELIVERY DATE (EQUIPMENT)**

The Contractor shall deliver the Equipment ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Equipment is not completed within fifteen (15) days after the scheduled delivery date, the Commonwealth may cancel either the Agreement or individual Order without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least ten (10) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

### **38. COMMENCEMENT OF ACCEPTANCE TESTING**

The Products and Services shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation of a successful system audit or diagnostic test performed at the site which demonstrates, to the satisfaction of the Commonwealth, that all Products and Services meet the minimum design capabilities specified by Contractor. If the Contractor certifies that the Products and Services are ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Products and Services and change the delivery date accordingly.

### **39. REQUIRED PERFORMANCE LEVEL**

To qualify for acceptance, all Products and Services must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement for ten (10) consecutive days. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Product or Service does not meet the standard of performance during the initial ten (10) consecutive days, the acceptance period shall continue on a day-to-day basis until all Products and Services concurrently meet the standard of performance for ten (10) consecutive days.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed ten (10) consecutive days.

#### **40. RECORDS**

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

#### **41. BREACH**

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a notice identifying such noncompliance; or (d) fails to provide a written response to a notice of noncompliance within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products and Services shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

#### **42. BILLING DATA**

The Contractor shall provide to DIT a consolidated monthly bill for all Services provided to all Authorized Users under this Agreement in hardcopy and electronic format. The consolidated monthly bill must contain all of the information required by paragraph 4.8. herein.

If Equipment is purchased from the Contractor by Authorized Users, it will be billed directly to the Authorized User at the purchase price.

#### **43. INVOICES**

All invoices shall be rendered promptly to DIT after all Services covered by the invoice have been accepted. All payments for cellular air time shall be monthly in arrears and shall be addressed to the Controller, DIT. No invoice may include any costs other than those identified in the Agreement or the individual TSO referencing this Contract. The Commonwealth will not pay for any charges that are over 120 days old (120 days old is defined as 120 days from date of occurrence) and only appear on a magnetic tape subsequent to that 120 day period. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Serial number, if any;
3. Charge for each Service;;
4. This Contract Number/TSO Number, and;
5. Contractor's Federal Identification Number (FIN)

#### **44. MODIFICATIONS**

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing on paper and signed in ink by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his duly designated alternate, and for the Contractor the person signing the Contract.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

#### **45. TELECOMMUNICATIONS SERVICES ORDER (TSO)**

DIT retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, DIT form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

#### **46. ORDERS (EQUIPMENT)**

Authorized Users may order Equipment from this Contract by one of the following methods:

- a. Issuing Agency Purchase Order, Form DBS-41-001
- b. Charge Card:
  - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three (3) business days.
  - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.
- c. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Equipment available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

#### **47. ORDERING OFFICERS FOR SERVICES**

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled "Modifications" of this Contract.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the Contracts Manager, DIT or his appointed designee, of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Don Spangler and Margaret Moran.

#### **48. TERMINATION FOR CONVENIENCE**

This Contract may be terminated, in whole or in part, upon thirty (30) days advance written notice by the Commonwealth of Virginia. There are no additional costs or financial obligations to the Commonwealth upon termination for convenience.

#### **49. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER**

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to ten (10) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

#### **50. FAILURE TO DELIVER**

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services set forth in the Schedule, Commonwealth may, in its own discretion, give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the Services from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the Services which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this Agreement and the laws of the Commonwealth of Virginia.

#### **51. RISK OF LOSS**

For any Equipment purchased, the Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth

#### **52. TITLE TO EQUIPMENT**

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

#### **53. ENGINEERING CHANGES**

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the Commonwealth at no additional charge for a period of one (1) year from the date of installation. The Commonwealth reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

#### **54. SUPPLIES**

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the Commonwealth shall conform to the Contractor's published specifications provided to the Commonwealth at the time of Equipment installation. The Commonwealth reserves the right to acquire such supplies from any Contractor of its choice.

#### **55. WARRANTY (EQUIPMENT)**

Contractor shall provide twelve months of Depot (return to vendor) warranty Services for all Equipment purchased under this Agreement at no cost to the Commonwealth. Such warranty support shall include all labor and materials necessary to keep the Equipment in operational condition, in accordance with the Original Equipment Manufacturers (OEMs) then current published specifications. Upon delivery of a malfunctioning unit, Contractor shall provide a loaner phone within one (1) hour, pre-programmed to the Commonwealth user, at no cost. The Contractor will send the broken telephone to the OEM for repair or replacement at the Contractor's expense. If the damaged phone is found to be unrepairable, a new phone will be issued for replacement at no cost to the Commonwealth. The replacement phone will be programmed for the user's phone number at no cost. This warranty does not apply to Equipment malfunctions attributable to user misuse or neglect.

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts which have been replaced shall become the property of the Contractor.

**NOTWITHSTANDING ANY PROVISION IN THIS SOLICITATION, ALL WARRANTIES SHALL INCLUDE SUPPORT FOR ALL SOFTWARE, FIRMWARE AND MICROCODE. ALL WARRANTIES SHALL BE CONSIDERED TO BE PREFORMANCE BASED AND THEREFORE THE CONTRACTOR IS RESPONSIBLE FOR ANY REPORTED FAILURE OF THE EQUIPMENT.**

#### **56. PRINCIPAL PERIOD OF MAINTENANCE**

The Principal Period of Maintenance (PPM) shall be Monday through Friday, 8 a. m. to 5 p. m., eastern time, Commonwealth holidays excluded. The Commonwealth, by giving fifteen (15) days written notice to the Contractor, may designate different hours or days for PPM.

#### **57. CONTRACTOR'S EQUIPMENT WARRANTY POINT-OF-CONTACT**

The Contractor shall provide the Commonwealth with designated points of contact and toll-free telephone numbers for warranty Services.



## **58. SERVICES WARRANTY**

All Services purchased under this Agreement remain under warranty for the time period commencing after acceptance by the Commonwealth or Authorized User and continuing to expiration of the Agreement, or discontinuance of the Services at the discretion of the Commonwealth or Authorized User.

Contractor shall deliver and maintain the Services as described herein. In addition, the Contractor shall provide a single point of contact for the reporting of Service problems encountered by the Authorized User. The Contractor shall provide local Service representatives for the reporting of Service problems during normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, excluding state holidays. The Contractor shall also provide an "800" telephone number twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays for the reporting of Service problems during non-business hours.

## **59. SERVICE DOWNTIME CREDITS**

The Authorized User shall be rebated, or credited, a prorated hourly portion of the applicable monthly Service charges for each occurrence during which the Authorized User is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the Service. In addition, the Commonwealth shall be rebated, or credited, all applicable monthly Service charges for any twenty-four (24) hour period of sustained outage of Services. Contractor provided rebates or credits shall never exceed the cost of the Services

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

### **CONTRACTOR**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### **COMMONWEALTH OF VIRGINIA**

**BY:** \_\_\_\_\_

**NAME:** Jeff Davis

**TITLE:** Contracts Manager

**DATE:** \_\_\_\_\_

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT VA\_\_\_\_\_ - \_\_\_\_**  
**FOR THE**  
**VIRGINIA DEPARTMENT OF \_\_\_\_\_**

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA \_\_\_\_\_ - \_\_\_\_ between XYZ and the Commonwealth of Virginia.

**CONTRACTORS DO NOT ADD ANY INFORMATION TO THIS ATTACHMENT "A" AT THIS TIME. THIS ATTACHMENT WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS BETWEEN THE PARTIES TO THIS AGREEMENT.**

LISTING OF ALL PRODUCT PRICES

LISTING OF ALL PRODUCT MAINTENANCE PRICES

SHIP TO BILL TO ADDRESSES

DELIVERY SCHEDULE

AGENCY POINTS OF CONTACT

**ATTACHMENT "B"**  
**TO**  
**AGREEMENT VA – \_\_\_\_\_ – \_\_\_\_**  
**FOR THE**  
**VIRGINIA DEPARTMENT OF \_\_\_\_\_**

***CERTIFICATION REGARDING LOBBYING***

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A      SWAM Instructions**

**INSTRUCTIONS FOR PROVIDING INFORMATION PERTAINING TO  
CONTRACTS WITH AND PLANNED INVOLVEMENT OF SMALL BUSINESSES  
AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

**The offeror must submit the following three sets of data for small business, women-owned business and minority-owned business:**

(1) Ownership; (2) utilization of small, women-owned, and minority-owned businesses for the most recent 12 months; and (3) planned involvement of small businesses, women-owned businesses and minority-owned businesses on the instant procurement.

1.      Participation by Small Business:

a.    Offeror certifies that it ( ) is, ( ) is not, a small business concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

b.    List small business with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD:            From \_\_\_\_\_ To: \_\_\_\_\_

| FIRM NAME,<br>ADDRESS &<br>PHONE NO. | CONTACT<br>PERSON | TYPE GOODS/<br>SERVICES/DOLLARS | % TOTAL CO.<br>EXPENDITURES<br>FOR GOODS &<br>SERVICES |
|--------------------------------------|-------------------|---------------------------------|--|
|--------------------------------------|-------------------|---------------------------------|--|

c.    Describe offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

| FIRM NAME<br>ADDRESS &<br>PHONE NO. | CONTACT<br>PERSON | TYPE GOODS/<br>SERVICES/DOLLARS | % OF TOTAL<br>CONTRACT<br>DOLLARS |
|-------------------------------------|-------------------|---------------------------------|-----------------------------------|
|-------------------------------------|-------------------|---------------------------------|-----------------------------------|

2. Participation by Businesses Owned by Women:

a. Offeror certifies that it ( ) is, ( ) is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising that power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

b. List businesses owned by women with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From \_\_\_\_\_ To: \_\_\_\_\_

| <u>FIRM NAME,<br/>ADDRESS &amp;<br/>PHONE NO.</u> | <u>CONTACT<br/>PERSON</u> | <u>TYPE GOOD/<br/>SERVICES/DOLLARS</u> | <u>% OF TOTAL<br/>CONTRACT<br/>DOLLARS</u> |
|---|---------------------------|--|--|
|---|---------------------------|--|--|

c. Describe Offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

| <u>FIRM NAME,<br/>ADDRESS/<br/>PHONE NO.</u> | <u>CONTRACT<br/>PERSON</u> | <u>TYPE GOODS/<br/>SERVICES</u> | <u>% OF TOTAL<br/>DOLLARS</u> | <u>CONTRACT</u> |
|--|----------------------------|---------------------------------|-------------------------------|-----------------|
|--|----------------------------|---------------------------------|-------------------------------|-----------------|

3. Participation of Businesses Owned by Minorities:

a. Offeror certifies that it ( ) is, ( ) is not, a minority business enterprise of minority-owned business. For the purpose of this procurement, a minority-owned

business is a concern that is at least 51% owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.

b. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD:

From \_\_\_\_\_ To: \_\_\_\_\_

| FIRM NAME,<br>ADDRESS /<br>PHONE NO. | CONTACT<br>PERSON | TYPE GOODS/<br>SERVICES/DOLLARS | % TOTAL CO.<br>EXPENDITURES<br>FOR GOODS &<br>SERVICES |
|--------------------------------------|-------------------|---------------------------------|--|
|--------------------------------------|-------------------|---------------------------------|--|

c. Describe Offeror’s plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

| FIRM NAME,<br>ADDRESS &<br>PHONE NO. | CONTRACT<br>PERSON | TYPE GOODS/<br>SERVICES | % OF TOTAL<br>CONTRACT |
|--------------------------------------|--------------------|-------------------------|------------------------|
|--------------------------------------|--------------------|-------------------------|------------------------|

### **Definitions for Goods and Nonprofessional Services**

- a. **Period** is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.
- b. **Firm Name, Address and Phone Number** is the name, address and business of minority-owned business with which the Offeror plans to involve in this contract, as applicable.
- c. **Contact Person** is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.
- d. **Type Goods or Services** is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contractor, as applicable. The Offeror will asterisk (\*) those goods and services that are in the Offeror's primary business or industry.
- e. **Dollar Amount** is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.
- f. **%Total Company Expenditures for Goods and Services** is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.
- g. **% of Total Contract** is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

For the purposes of this RFP only, in the item “% of Total Contract” on the “Planned Involvement” forms, the total estimated price of this contract will be the Offeror's prices for all stated **mandatory services with specified volumes during a three-year period**. The cost of such services **without** specified volumes and the cost of **optional** services will not be included.

**APPENDIX B      SWAM Forms**

DEPARTMENT OF INFORMATION TECHNOLOGY  
ACQUISITION SERVICES DIVISION

SAMPLE FORMS FOR PROVIDING INFORMATION PERTAINING TO  
CONTRACTS WITH AND PLANNED INVOLVEMENT OF SMALL BUSINESSES  
AND BUSINESSES OWNED BY WOMEN AND MINORITIES



## CONTRACTS WITH SMALL BUSINESSES

PERIOD: From \_\_\_\_\_ To \_\_\_\_\_

% Total Co.  
Expenditures:

| <u>Firm Name, Address<br/>&amp; Phone Number</u> | <u>Contact<br/>Person</u> | <u>Amount for<br/>Goods &amp; Services</u> | <u>Type Goods<br/>&amp; Services</u> |
|--|---------------------------|--|--------------------------------------|
|--|---------------------------|--|--------------------------------------|

***OFFEROR CERTIFIES THAT IT ( ) IS, ( ) IS NOT A SMALL BUSINESS CONCERN***

OFFEROR: \_\_\_\_\_

RFP # \_\_\_\_\_

**PLANNED INVOLVEMENT OF SMALL BUSINESSES IN PERFORMANCE OF THIS  
CONTRACT**

| <u>Firm Name, Address<br/>&amp; Phone Number</u> | <u>Contact<br/>Person</u> | <u>Amount for<br/>Goods &amp; Services</u> | <u>Type Goods<br/>&amp; Services</u> |
|--|---------------------------|--|--------------------------------------|
|--|---------------------------|--|--------------------------------------|

***OFFEROR CERTIFIES THAT IT ( ) IS, ( ) IS NOT A SMALL BUSINESS CONCERN***

OFFEROR: \_\_\_\_\_  
RFP # \_\_\_\_\_

**CONTRACTS WITH WOMEN'S BUSINESSES ENTERPRISES / WOMEN-OWNED  
BUSINESSES**

PERIOD:

From \_\_\_\_\_ To \_\_\_\_\_

% Total Co.  
Expenditures

Firm Name, Address  
& Phone Number

Contact  
Person

Amount for  
Goods & Services

Type Goods  
& Services

***OFFEROR CERTIFIES THAT IT ( ) IS, ( ) IS NOT A WOMEN'S OWNED BUSINESS***

OFFEROR: \_\_\_\_\_

RFP # \_\_\_\_\_

**PLANNED INVOLVEMENT OF WOMEN-OWNED BUSINESSES IN PERFORMANCE  
OF THIS CONTRACT**

Firm Name, Address  
& Phone Number

Contact  
Person

Amount for  
Goods & Services

Type Goods  
& Services

***OFFEROR CERTIFIES THAT IT ( ) IS, ( ) IS NOT A WOMEN'S BUSINESS CONCERN***

OFFEROR: \_\_\_\_\_

RFP # \_\_\_\_\_

**CONTRACTS WITH BUSINESSES OWNED BY MINORITIES**

PERIOD:

From \_\_\_\_\_ To \_\_\_\_\_

% Total Co.  
Expenditures

Firm Name, Address/  
Phone Number

Contact  
Person

Amount for Goods  
& Services

Type of  
Goods & Ser.

***OFFEROR CERTIFIES THAT IT ( ) IS, ( ) IS NOT A MINORITY BUSINESS:***

OFFEROR: \_\_\_\_\_ RFP# \_\_\_\_\_

**PLANNED INVOLVEMENT OF MINORITY-OWNED BUSINESSES IN PERFORMANCE  
OF THIS CONTRACT**

| <u>Firm Name, Address<br/>&amp; Phone Number</u> | <u>Contact<br/>Person</u> | <u>Amount for<br/>Goods &amp;<br/>Services</u> | <u>Type<br/>Goods/<br/>Service</u> |
|--|---------------------------|--|------------------------------------|
|--|---------------------------|--|------------------------------------|

***OFFEROR CERTIFIES THAT IT ( ) IS, ( ) IS NOT A MINORITY-OWNED BUSINESS***

OFFEROR: \_\_\_\_\_

RFP#: \_\_\_\_\_

## **APPENDIX C      LIST OF PROPRIETARY INFORMATION**

**APPENDIX D      VENDOR REFERENCE FORM**

**REQUEST FOR PROPOSAL 2001-33**

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF INFORMATION TECHNOLOGY**

**VENDOR CLIENT REFERENCE FORM**

**Vendor Name:** \_\_\_\_\_

**CLIENT**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone Number of Contact:** \_\_\_\_\_



## APPENDIX E List of Locations:

### List of Locations for which On-site Support will be Provided by Bidder

| FIPS | Location      | Service is Available | Can Provide "Local" Phone Numbers |
|------|---------------|----------------------|-----------------------------------|
| 001  | Accomack      |                      |                                   |
| 003  | Albemarle     |                      |                                   |
| 005  | Alleghany     |                      |                                   |
| 007  | Amelia        |                      |                                   |
| 009  | Amherst       |                      |                                   |
| 011  | Appomattox    |                      |                                   |
| 013  | Arlington     |                      |                                   |
| 015  | Augusta       |                      |                                   |
| 017  | Bath          |                      |                                   |
| 019  | Bedford       |                      |                                   |
| 021  | Bland         |                      |                                   |
| 023  | Botetourt     |                      |                                   |
| 025  | Brunswick     |                      |                                   |
| 027  | Buchanan      |                      |                                   |
| 029  | Buckingham    |                      |                                   |
| 031  | Campbell      |                      |                                   |
| 033  | Caroline      |                      |                                   |
| 035  | Carroll       |                      |                                   |
| 036  | Charles City  |                      |                                   |
| 037  | Charlotte     |                      |                                   |
| 041  | Chesterfield  |                      |                                   |
| 043  | Clarke        |                      |                                   |
| 045  | Craig         |                      |                                   |
| 047  | Culpeper      |                      |                                   |
| 049  | Cumberland    |                      |                                   |
| 051  | Dickenson     |                      |                                   |
| 053  | Dinwiddie     |                      |                                   |
| 057  | Essex         |                      |                                   |
| 059  | Fairfax Co.   |                      |                                   |
| 061  | Fauquier      |                      |                                   |
| 063  | Floyd         |                      |                                   |
| 065  | Fluvanna      |                      |                                   |
| 067  | Franklin Co.  |                      |                                   |
| 069  | Frederick     |                      |                                   |
| 071  | Giles         |                      |                                   |
| 073  | Gloucester    |                      |                                   |
| 075  | Goochland     |                      |                                   |
| 077  | Grayson       |                      |                                   |
| 079  | Greene        |                      |                                   |
| 081  | Greensville   |                      |                                   |
| 083  | Halifax       |                      |                                   |
| 085  | Hanover       |                      |                                   |
| 087  | Henrico       |                      |                                   |
| 089  | Henry         |                      |                                   |
| 091  | Highland      |                      |                                   |
| 093  | Isle of Wight |                      |                                   |
| 095  | James City    |                      |                                   |
| 097  | King & Queen  |                      |                                   |
| 099  | King George   |                      |                                   |
| 101  | King William  |                      |                                   |
| 103  | Lancaster     |                      |                                   |
| 105  | Lee           |                      |                                   |
| 107  | Loudoun       |                      |                                   |
| 109  | Louisa        |                      |                                   |
| 111  | Lunenburg     |                      |                                   |
| 113  | Madison       |                      |                                   |

|     |                  |  |  |
|-----|------------------|--|--|
| 115 | Mathews          |  |  |
| 117 | Mecklenburg      |  |  |
| 119 | Middlesex        |  |  |
| 121 | Montgomery       |  |  |
| 125 | Nelson           |  |  |
| 127 | New Kent         |  |  |
| 131 | Northampton      |  |  |
| 133 | Northumberland   |  |  |
| 135 | Nottoway         |  |  |
| 137 | Orange           |  |  |
| 139 | Page             |  |  |
| 141 | Patrick          |  |  |
| 143 | Pittsylvania     |  |  |
| 145 | Powhatan         |  |  |
| 147 | Prince Edward    |  |  |
| 149 | Prince George    |  |  |
| 153 | Prince William   |  |  |
| 155 | Pulaski          |  |  |
| 157 | Rappahannock     |  |  |
| 159 | Richmond Co.     |  |  |
| 161 | Roanoke Co.      |  |  |
| 163 | Rockbridge       |  |  |
| 165 | Rockingham       |  |  |
| 167 | Russell          |  |  |
| 169 | Scott            |  |  |
| 171 | Shenandoah       |  |  |
| 173 | Smyth            |  |  |
| 175 | Southampton      |  |  |
| 177 | Spotsylvania     |  |  |
| 179 | Stafford         |  |  |
| 181 | Surry            |  |  |
| 183 | Sussex           |  |  |
| 185 | Tazewell         |  |  |
| 187 | Warren           |  |  |
| 191 | Washington       |  |  |
| 193 | Westmoreland     |  |  |
| 195 | Wise             |  |  |
| 197 | Wythe            |  |  |
| 199 | York             |  |  |
| 510 | Alexandria       |  |  |
| 515 | Bedford          |  |  |
| 520 | Bristol          |  |  |
| 530 | Buena Vista      |  |  |
| 540 | Charlottesville  |  |  |
| 550 | Chesapeake       |  |  |
| 560 | Clifton Forge    |  |  |
| 570 | Colonial Heights |  |  |
| 580 | Covington        |  |  |
| 590 | Danville         |  |  |
| 595 | Emporia          |  |  |
| 600 | Fairfax          |  |  |
| 610 | Falls Church     |  |  |
| 620 | Franklin         |  |  |
| 630 | Fredericksburg   |  |  |
| 640 | Galax            |  |  |
| 650 | Hampton          |  |  |
| 660 | Harrisonburg     |  |  |
| 670 | Hopewell         |  |  |
| 678 | Lexington        |  |  |
| 680 | Lynchburg        |  |  |
| 683 | Manassas         |  |  |
| 685 | Manassas Park    |  |  |
| 690 | Martinsville     |  |  |

|     |                |  |  |
|-----|----------------|--|--|
| 700 | Newport News   |  |  |
| 710 | Norfolk        |  |  |
| 720 | Norton         |  |  |
| 730 | Petersburg     |  |  |
| 735 | Poquoson       |  |  |
| 740 | Portsmouth     |  |  |
| 750 | Radford        |  |  |
| 760 | Richmond       |  |  |
| 770 | Roanoke        |  |  |
| 775 | Salem          |  |  |
| 790 | Staunton       |  |  |
| 800 | Suffolk        |  |  |
| 810 | Virginia Beach |  |  |
| 820 | Waynesboro     |  |  |
| 830 | Williamsburg   |  |  |
| 840 | Winchester     |  |  |